

**E-Filed August 27, 2018**

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**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEVADA**

In re:

No. 15-15696-mkn

Ralph Steven Lewis,  
  
Debtor.

Chapter 13

**STIPULATION TO VACATE ORDER  
SUSTAINING OBJECTION TO  
PROOF OF CLAIM AND TO  
VACATE HEARING**

**DATE: 9/5/2018  
TIME: 2:30 pm  
THIRD FLOOR,  
COURTROOM NO. 2  
300 LAS VEGAS BLVD. SOUTH**

Santander Consumer USA Inc. (“Santander”) and Ralph Steven Lewis (the  
“Debtor”) stipulate as follows:

**Recitals:**

**A.** Santander filed its proof of claim in this matter on November 3, 2015,  
Claim No. 6-1 (the “Claim”).

**B.** Pursuant to the Claim, Santander alleged it held a purchase money security  
interest in the following described property:

2007 Ford Explorer/VIN 1FMEU31K17UB15314

(the “Vehicle”).

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1 C. Santander filed a motion for stay relief related to the Vehicle on April 10,  
2 2017. Dkt. 55.

3 D. An order terminating the automatic stay with respect to the Vehicle was  
4 entered on June 6, 2017. Dkt. 68.

5 E. The Debtor filed his Objection to the Claim on February 7, 2018 (the  
6 “Objection”). Dkt. 103.

7 F. The Court entered its order sustaining the Debtor’s Objection on March  
8 16, 2018 (the “Order”). Dkt. 111.

9 G. Santander filed its Motion to Vacate the Order on August 5, 2018 (the  
10 “Motion”). Dkt. 141.

11 H. Santander alleged in its Motion, among other things, that the Objection  
12 had not been properly served and that Debtor should have proceeded with an adversary  
13 complaint. Debtor contests those allegations.

14 I. On August 10, 2018, Santander agreed to retrieve and take possession of  
15 the Vehicle and Debtor agreed to release and did in fact release the Vehicle to Santander.

16 J. The parties wish to resolve the Motion without further litigation.

17 Accordingly, Santander and the Debtor agree as follows:

18 Agreement:

19 1. The Order shall be vacated.

20 2. Santander waives any claim it may have to recover a deficiency following  
21 liquidation of the Vehicle, regardless of whether a discharge is ever entered in this  
22 bankruptcy or if the case is dismissed. Except for Santander’s secured claim, which will  
23 be satisfied in full through liquidation of the Vehicle, the parties release each other from

any and all claims, known or unknown, arising from or related to the Vehicle or the Claim.

3. The hearing scheduled for September 5, 2018, at 2:30 shall be vacated.

4. Nothing in this stipulation shall be deemed an admission by either party of the allegations set forth in the Objection or Motion.

DATED this 27<sup>th</sup> day of August, 2018.

Ball, Santin & McLeran, PLC

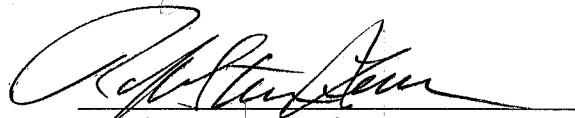
By/s/ James B. Ball #5212

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Attorney for Santander Consumer USA Inc.



Ralph Steven Lewis

2470 Citrus Garden Circle

Henderson, NV 89052

Debtor

COPIES of the foregoing mailed  
the 27<sup>th</sup> day of August, 2018, to:

Rick A. Yarnall

701 Bridger Avenue, Suite 820

Las Vegas, NV 89101

Trustee

/s/ Lorena Barajas